

SIR.DOC (OCT97) (Contracting) (Word Document)

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 44
2. CONTRACT NO.		3. SCREENING INFORMATION REQUEST NO. DTFAAC-11-R-02423		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO) SMALL BUSINESS SET-ASIDE	5. DATE ISSUED 06/23/2011
7. ISSUED BY CODE FAA, AMT Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 321 P.O. Box 25082 Oklahoma City, OK 73125-4931		6. REQUISITION/PURCHASE NO. AC-11-02423 (FAA Internal Use Only)			
		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 321 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73169			

Firm Fixed Price

SOLICITATIONInstrument Flight Procedures ARINC Encoding
Tool Requirements Gathering and Software
Development

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 321, Multi-Purpose Building until 3:00 local time 07/28/2011
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME Terry J. Wilson	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 405-954-7834 FAX: 405-954-9468
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION (4 COPIES UNLESS OTHERWISE SPECIFIED) >
24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4932	25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	26. NAME OF CONTRACTING OFFICER (Type or print)
	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COST
PRICING SCHEDULE
Period of Performance is 18 months from date of award

In accordance with the requirements and specifications contained herein, provide cost per item delivered, in support of the Federal Aviation Administration, AeroNav Services requirement for technical services to develop a new computer application to replace the existing Aeronautical Radio, Inc., (ARINC) Specification 424 encoding computer application.

SUPPLIES/SERVICES	UOM	PRICE
0001 PROJECT MANAGEMENT <i>In accordance with Performance Work Statement - Reference Sections 8.7 and 13.4</i>	1 Job	\$ _____ *
0002 SOFTWARE DEVELOPMENT <i>In accordance with Performance Work Statement - Reference Section 3.5</i>	1 Job	\$ _____ *
0003 ENGINEERING SERVICES <i>In accordance with Performance Work Statement – Section 11.1</i>	1 Job	\$ _____ *
0004 TRAVEL <i>In accordance with Performance Work Statement – Sections 7.8 and 14.0</i> <i>(Approximately 12 trips – Not to Exceed \$27,000)</i> <i>Contractor Markup _____ %</i> <i>(Not to Exceed 5%)</i>		\$ _____
0005 OVER AND ABOVE ACTIONS <i>In accordance with Performance Work Statement – Section 12.0 and Clause H.4 Contract Modification Over-and-Above Supplemental Tasks and Procedures.</i>		

NOTE: Actions will be authorized and negotiated.
(Not-to-exceed \$25,000.00)

Total Contract Price: \$ _____

(*) For payment purposes, the offeror shall propose notional milestone payment schedule descriptions, amounts and percentages utilizing the Milestone Payment Schedule – Attachment A. The milestone plan will be finalized at the Kick-off Meeting and incorporated by mutual agreement. Additional milestones may be defined at the Kick-off Meeting, if necessary.

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS) Instrument Flight Procedures ARINC Encoding Tool (IFP ARINC) Requirements Gathering and Software Development

1.0 GENERAL

The Federal Aviation Administration (FAA), Aeronautical Navigation Products (AeroNav Products) provides services to ensure the standard development, evaluation, and certification of instrument flight procedures for civil and military customers worldwide. The FAA's AeroNav Products designs and develops Instrument Flight Procedures (IFP's), publishes aeronautical charts and digital products for air carrier, military, general aviation pilots and others for use throughout the United States and around the world.

2.0 SCOPE OF WORK

The Contractor shall be required to develop a new computer application to replace the AeroNav Products' existing Aeronautical Radio, Inc. (ARINC) Specification 424 encoding computer application. This tool shall be capable of producing an ARINC 424 ASCII file for all types of area navigation (RNAV) and non-area navigation (commonly referred to as "conventional") terminal instrument flight procedures types as well as Standard Terminal Arrival and Departure procedures, and have the capability of outputting the associated FAA and DoD forms that contain the procedure coding such as an FAA form 8260 -10.

The Contractor shall provide the tool in scheduled releases or modules by procedure type in the following sequence; RNAV approaches, Instrument Landing System (ILS) approaches, RNAV and Conventional departure procedures (DP), RNAV and Conventional Standard Terminal Arrival (STAR) and Conventional approaches. The FAA/DoD forms output functionality shall be available in the first application release or module.

The Contractor shall ascertain and document the requirements necessary for the creation of an automated system to convert and store procedural and aeronautical data in ARINC 424 format, which shall be suitable for inclusion into the National Flight Database (NFD) and FAA Flight Inspection aircraft Flight Management Computers. The primary ARINC file output will be as a "Per Procedure Packet" (P3) file. This file type contains all the procedural and support records associated with a given terminal procedure. The Contractor shall also design the tool to extract files from TARGETS or to import TARGETS generated output, to produce Standard Terminal Arrival (STAR) ARINC 424 records and provide basic validation and error reporting of output data.

The data sources to support this new system are available from a number of FAA databases (i.e., IFP, SIAP, Fix, AirNav, NASR, Air Traffic, etc.). Schemas for these databases will be provided by the FAA. The new system shall interface with these support databases to the maximum extent possible. In addition, the application will provide support for full manual entry of all required data.

The application shall be developed and designed to work behind (inside) the FAA network firewall. Any needed database solutions shall be Oracle solutions. A Service Oriented Architecture shall be used for communication with the existing FAA databases and the services shall be created by the Contractor.

3.0 TASKS

3.1 Hold Kick-Off Meeting

The Contractor shall host a kick-off meeting as soon as practical after contract award and no later than 30 days after. The purpose of this meeting and follow-on discussions will be to define the following:

1. Review of contractor's project management approach
2. Initial objectives, project milestones, and priorities (Development Plan)
3. Contractor / Government organizational structure

4. Rules and processes for decision-making (Communications Plan)
5. Participants and their roles
6. Agree on structure for the JAD (JAD Program Plan)
 - a. Frequency of JADs
 - b. Number of JADs
 - c. Ground Rules

3.2 Facilitate JAD Meetings

The Contractor shall lead and facilitate a Joint Applications Development team (JAD) and deliver the documentation and subsequent reports that describe and detail the requirements for the ARINC 424 coder. The team will be made up of FAA subject matter experts (SMEs) and FAA project support staff as well as the necessary facilitator, requirements experts and clerical support from the contractor. The Contractor shall be responsible for providing agendas, facilitating and mediating the meetings, taking notes, and distributing the meeting minutes following each meeting. Information gained from the JAD meetings shall serve as the primary input for creating the requirements package deliverables defined in section 16 below.

3.3 Hold Critical System Design Review(s)

The Contractor shall lead a critical systems requirements review meeting to obtain sign-off from the government JAD members for each of the deliverables defined in section 16 below. Advance copy of the deliverables should be made available for review sufficiently prior to the meeting to allow thorough review. A reasonable number of follow on meetings are permissible as needed to finalize document sign-off.

3.4 Create and Maintain Systems Development Life-Cycle Artifacts

The Contractor shall consolidate all input received from FAA subject matter experts (SMEs) and management personnel to create the systems development life-cycle (SDLC) deliverables defined in section 15 below. Effort must be taken to enforce traceability and logical consistency between documents. Requirements and design artifacts' creation, modification, and update shall be undertaken continuously throughout the project's phases following an iterative SDLC in response to the addition, refinement, and clarification of requirements discerned from SME input and review of SDLC artifacts themselves as well as review of working software modules.

3.5 Software Development/Build the ARINC Coder System

The Contractor shall design and build the ARINC coder system according to the requirements set out by FAA SMEs through the JAD or other communications and documented in the SDLC artifacts compiled from all requirements gathering activities. The on-going build process shall follow an iterative approach encompassing requirements as they are added, refined, or clarified through communication with FAA SMEs. The Contractor shall build the software in compliance with all FAA programming language, architecture, methodology, and security guidelines.

3.6 Testing

The Contractor shall develop a test plan based on Use Cases and Supplemental Requirements. The Contractor shall rigorously test according to the test plan and present testing assessment report that details each iteration of tests, use cases passed and failed during the iteration, and actions taken to bring all use cases into compliance with expected requirements. Factory testing should be considered complete only after Government review and acceptance of the test plan and testing assessment report.

4.0 PLACE OF PERFORMANCE

The Contractor shall provide ARINC coding support services at their facility. Program Management, Software Development, Engineering and Over and Above Services will be provided to FAA from the Contractor Facility, or when requested by FAA, at the appropriate FAA facility.

5.0 TECHNICAL REPRESENTATIVES

Contracting Officer's Technical Representative (COTR)
 Steven Vargas
 AeroNav Products
 Navigation Database Services Team Lead
 Oklahoma City, OK 73169
 (405) 954-0695
steven.a.vargas@faa.gov

Contracting Officer's Representative (COR)
 Cheri Milburn
 AeroNav Products
 Resource Planning and Management Support Team
 Oklahoma City, OK 73169
 (405) 954-8975
cheri.milburn@faa.gov

6.0 DEFINITIONS and ACRONYMS

ARINC Specification 424, Navigation Data Base is an established aviation industry specification providing a standard format for coding aeronautical data and instrument flight procedures to be used by flight management systems (FMS).

National Flight Database (NFD) is a congressionally-mandated product that supports civil and military users of government sourced aeronautical navigation data created to the ARINC 424 specification. The NFD also supports the Air Traffic Organization (ATO) NexGen En Route Automation Modernization (ERAM) System. The ARINC 424 packets created as part of the instrument procedure design process are an integral part of the overall design, development and publication of FAA produced instrument flight procedures.

AIP – Aeronautical Information Publications
 AIRNAV – AeroNav Products database of airport and navigational aid data
 AIRAC – Aeronautical Information Resources & Control
 AIXM – Aeronautical Information Exchange Model
 ARINC - Aeronautical Radio, Inc.
 ASCII – American Standard Code for Information Exchange
 ATC - Air Traffic Control
 ATO - Air Traffic Organization
 AVN - Aviation System Standards
 CO - Contracting Officer
 COPTER - Helicopter
 COR -Contracting Officer's Representative
 COTR - Contracting Officer's Technical Representative
 CRC – Cyclic Redundancy Check
 DP - Departure Procedure
 DME – Distance Measuring Equipment
 d-TTP - digital -Terminal Procedures Publication
 ERAM – En Route Automation and Modernization
 FAA - Federal Aviation Administration
 FMS - Flight Management System
 FRAC – FTI Remove Access Capability
 FTP - File Transfer Protocol
 GBAS – Ground Based Augmentation System
 GLS – GNSS Landing System
 GNSS - Global Navigation Satellite System
 GPS – Global Positioning System
 IAP - Instrument Approach Procedure
 ILS - Instrument Landing System
 JAD- Joint Applications Development Team
 LAAS – Local Area Augmentation System
 LDA - Localizer Directional Aid

LNAV – Lateral Navigation
 VNAV – Vertical Navigation
 LP - Localizer Performance
 LPV – Localizer Performance with Vertical Guidance
 LOC – Localizer
 LOC BC – Localizer Back Course
 LPV - Lateral Precision Vertical
 MLS - Microwave Landing System
 NASR - National Airspace System Resource
 NDB – Non-Directional Beacon
 NFD - National Flight Database
 NFDD – National Flight Data Digest
 P3 – Per Procedure Packet (ASCII file stand alone ARINC 424 coded terminal procedure)
 PWS - Performance Work Statement
 NDB - Navigation Data Base or Non Directional Beacon
 RNAV – Area Navigation
 RNP - Required Navigation Performance
 SIAP - Standard Instrument Approach Procedure
 SDF - Simplified Directional Facility
 SDLC – Systems Development Life-Cycle
 SME – Subject Matter Expert
 SOW - Statement of Work
 SRS- Software Requirements Specification
 STAR - Standard Terminal Arrival
 TACAN - Tactical Air Navigation
 TPP – Terminal Procedures Publications
 VHF – Very High Frequency
 VOR – VHF Omni-directional Radio Range
 VORTAC – VHF Omni-directional Radio Range Tactical Air Navigation
 WAAS – Wide Area Augmentation System
 WBS – Work Breakdown Structure

7.0 GOVERNMENT FURNISHED PROPERTY (GFP) AND SERVICES

- 7.1 The Government will provide the Contractor information and access, as necessary, to complete the tasks contained in the PWS.
- 7.2 AeroNav Products will provide an FAA Project Manager and their contact information to support in the requirements gathering for a new system.
- 7.3 AeroNav Products will provide subject matter experts (SMEs) required to ensure the technical requirements are accurately stated and captured.
- 7.4 AeroNav Products will provide examples of the instrument approach, instrument departure, instrument arrival, and other aeronautical data necessary in support of the requirements gathering and application development.
- 7.5 AeroNav Products will ensure all necessary data schemas are provided to fulfill all data interface requirements of the contract.
- 7.6 AeroNav Products will provide the Contractor team FTI Remote Access Capability (FRAC) access, as needed, in support of contract requirements gathering.
- 7.7 AeroNav Products will provide the Contractor with FAA contact information, as needed, to support the contract.
- 7.8 AeroNav Products will provide a meeting room and SMEs for a maximum of every other week, for a full week, for the first three months, to gather all the requirements. This will be followed by a meeting room and SMEs for one week each every other month or as needed for the remainder of the contract to be determined by the CO and or the COTR.

8.0 CONTRACTOR FURNISHED PROPERTY (CFP) AND SERVICES

- 8.1 The Contractor shall provide qualified personnel, facilities (when performance is not at a government facility), related equipment, supplies, and services necessary for the successful performance of this PWS.
- 8.2 The Contractor shall bear the cost of any training and certifications, if or their personnel supporting the requirements of this contract.
- 8.3 The Contractor shall return all FRAC access tokens to the COTR at the conclusion of the contract.
- 8.4 The Contractor shall notify the Contracting Officer (CO) and CO's Technical Representative (COTR) before the close of business, the same day, if an employee is terminated or resigns.
- 8.5 FRAC access tokens shall be confiscated by the close of business, the same day, if a contractor employee is terminated or resigns. The FRAC access tokens shall be returned to the government by the next business day.
- 8.6 The Contractor shall provide scheduled deliveries to the Government based on a schedule coordinated with the FAA COTR.
- 8.7 The Contractor shall provide Project Management to support the requirements of the PWS.
- 8.8 The Contractor shall be responsible for obtaining a copy of each version of the ARINC 424 specification to be supported by the application.

9.0 TECHNICAL REQUIREMENTS

- 9.1 The system developed under in this contract shall be capable of generating and managing ARINC records for a minimum of 4 agreed upon versions of ARINC Specification 424 (i.e., currently the ARINC versions supported include 13, 15, 18 and 19).

The data types include, but are not limited to:

- a) Aeronautical Data:

- Fixes

- Nav aids

- Aerodromes

- Heliports

- Runways

- Communications

- b) Procedural Data:

- Instrument Approach Procedures (IAPs)

- RNAV (GPS)

- LPV, LNAV/VNAV, LP, and LNAV

RNAV (RNP)

GLS

GPS & GPS Overlay

ILS

LOC

LOC BC

LDA

SDF

MLS

VOR

VOR DME RNAV

VORTAC

NDB

NDB/DME

TACAN

COPTER versions of the above listed procedures

HIGH versions of the above listed procedures

Graphically-depicted departures (DPs)

Standard Terminal Arrival Routes (STARs)

RNAV Standard Terminal Arrival Routes (STARs)

Minimum Sector Altitudes

- 9.2 FAA aeronautical information (data) required to fulfill this contract is stored in several FAA databases. The Contractor shall determine the best method for accessing this data in support of the ARINC encoding tool. FAA web services exist for some data types. These web services are based upon and the latest accepted version of the Aeronautical Information Exchange Model (AIXM). The FAA desires that AIXM based web services be used to access the required aeronautical information but understands that this solution may not meet all the data needs required to fulfill the obligations of this contract.
- 9.3 The system shall provide the capability to manually enter aeronautical and procedural data.
- 9.4 The system shall provide the capability to generate the following ARINC Specification 424 records in support of the various procedure types described above and record types described below.
 - 9.4.1 VHF Navaid (D) – This file contains details of all VOR, VOR/DME, VORTAC, DME, and TACAN stations within the geographical area of interest.
 - 9.4.2 NDB Navaid (DB or PN) – This file contains details of all NDB nav aids within the geographical area of interest. DB records refer

to all Enroute on-airway and off-airway NDBs. PN records are for NDBs that only support one (1) aerodrome.

- 9.4.3 Waypoints (EA or PC) – This file contains details of all waypoints within the geographical area of interest. EA records refer to all Enroute on-airway and off-airway waypoints as well as waypoints that are utilized by two (2) or more aerodromes. PC records are for waypoints used by a single aerodrome only.
- 9.4.4 Holding Pattern (EP) – This file contains details of all holding recommended for inclusion on aeronautical charts.
- 9.4.5 Airports (PA) – This file contains airport information for all airports within the desired geographical reference area.
- 9.4.6 Airport SID/STAR/Approach (PD, PE, and PF) – Airport SIDs, STARs, and Approach procedures are contained in three separate groupings, but all use the same record format.
- 9.4.7 Runways (PG) – Runways contain detailed runway information for all airports within the desired geographical reference area.
- 9.4.8 Airport and Heliport Localizer and Glide Slope Records (PI) – This file contains a sequential listing of all localizers and glide slopes associated with those localizers.
- 9.4.9 Airport and Heliport Localizer Marker (PM) – The file contains details of all markers and locators associated with all types of localizers.
- 9.4.10 Airport Communications (PV) – This file contains details of all communications capabilities for airports within the geographical reference area.
- 9.4.11 Airport Minimum Sector Altitude (MSA) – This file contains details relating to available sector altitudes.
- 9.4.12 Airport and Heliport Microwave Landing System (MLS) – This file contains details of any MLS NAVAIDs associated with an airport.
- 9.4.13 Path Point (PP) – This file contains Path Point records for RNAV GPS/GLS approach procedures.
- 9.4.14 GNSS Landing System (GLS) (PT) – This record contains a sequential listing of all GLS approaches, including the slope, course, and reference path ident of the GLS approach.
- 9.4.15 Airport TAA (PK) – The TAA file contains details relating to TAA sectorization and sector altitudes.
- 9.4.16 Heliport (HA) – This file contains heliport information for all heliports within the desired geographical reference area.
- 9.4.17 Heliport Terminal Waypoint (HC) – This file contains all terminal waypoints and VFR waypoint within the desired geographical area.
- 9.4.18 Heliport SID/STAR/Approach (HD, HE, and HF) – Heliport SIDs, STARs, and Approach procedures are contained in three separate groups using a single record format.
- 9.4.19 Heliport MSA (HS) – This file contains details relating to available sector altitudes.
- 9.4.20 Heliport Communications (HV) – This file contains heliport communications information.
- 9.4.21 Heliport TAA (TAA) – The TAA file contains details relating to TAA sectorization and sector altitudes.

9.4.22 This list shall not be considered all inclusive of required record types.

10.0 SYSTEM FUNCTIONAL REQUIREMENTS

The following system functional requirements are a limited set of expected application capabilities. The majority of application functional requirements are expected to be gathered under the terms of this contract.

- 10.1 The system shall provide the capability to produce ARINC encoding on-demand. The request may be initiated by a user or another system.
- 10.2 The system shall provide a method to manually enter record information for all of the identified record types. The intent is to provide the capability to manually enter procedure data for testing, prototyping, or other efforts.
- 10.3 The system shall provide the capability to generate an ARINC encoded ASCII file. The file extension shall be '.ari'.
- 10.4 The ARINC encoded file shall contain both procedure and support records applicable to the procedure type.
- 10.5 The system shall ensure the use of the version of data (aeronautical and procedure) which is/was/will be in effect for a given chart publication date (AIRAC Cycle).
- 10.6 The user shall have the option to generate ARINC records and reports/forms based on a given chart publication date (AIRAC Cycle).
- 10.7 The system shall provide the capability to produce an .ari ASCII file of the ARINC packet, to include the creation of a Header Record.
- 10.8 The system shall provide the capability to produce an FAA ARINC form approved for all (including the Military) procedures designed and developed by AeroNav Products. The forms/reports shall contain all ARINC 424 record types applicable to the type of procedure developed.
- 10.9 The system shall provide the capability to produce a Flight Inspection Summary form published on FAA Form approved for all, (including the Military), for all procedures designed and developed by AeroNav Products. The forms/reports shall contain all ARINC 424 record types applicable to the type of procedure developed.
- 10.10 The system shall include functionality to provide a complete ARINC package, which consists of the ASCII P3 file, ASCII Flight Inspection P3 file, appropriate FAA ARINC Forms and Flight Inspection Summary forms and, if appropriate, an error report.
- 10.11 The Contractor will gather all existing FAA coder tool information and utilize as much information as reasonably possible for the requirements for the new tool.
- 10.12 The system shall provide for data validation and error reporting. Such validation and error reporting shall cover gross errors such as inappropriate range of values, leg type sequencing not to specification, etc. The error reporting shall not stop tool output but rather supplement it if errors are encountered.
- 10.13 The system shall operate in a Windows environment and must be accessible via the FAA Intranet.

11.0 ENGINEERING SERVICES

- 11.1 Engineering Services are necessary in support of evolving requirements that impact the usefulness of the NFD. Contractor support that does not fall into one of the Fixed Price CLINS, but is required in support of the ARINC coding tool, shall be provided under Engineering Services. Examples include, but are not limited to:
- 11.2 The Contractor may be asked to provide recommended solutions to AeroNav Products' questions/concerns.
- 11.3 The Contractor may be asked to provide expert advice on legacy, current, and future ARINC 424-XX Navigation Database and/or NDB-X (ARINC 829) issues, standards, and industry practices to include development and preparation of documents to be submitted to the industry ARINC NDB Working Group for consideration.
- 11.4 The Contractor may be asked to enhance the system to support new versions of ARINC 424.
- 11.5 The Contractor may be asked to perform studies to determine the scope and impact of future requirements.
- 11.6 The Contractor may be asked to investigate system compatibility with newer or upcoming versions of Windows and all supported Internet browsers.

12.0 OVER & ABOVE SERVICES – SUPPLEMENTAL TASKS

- 12.1 Over and Above Services are those services required to support the generation/production of the NFD that are unknown at this time, not explicitly defined, but are necessary in support of the new and evolving requirements and/or may impact the usefulness of the NFD. Examples of Over and Above Services include, but are not limited to:
 - 1. New system development.
 - 2. New/amended procedure criteria which affects ARINC rules.

13.0 CONTRACTOR QUALIFICATIONS

- 13.1 The Contractor shall have sufficient expertise in the creation or use of ARINC 424 data as well as aeronautical information to work collaboratively with the FAA in the development of the application. Thus, technical writing skills and skill developing computer applications/software development alone without ARINC 424 and aeronautical information expertise will not meet the minimum technical requirements of employees supporting this contract. Included in the definition of qualified personnel is expertise and experience creating or using the ARINC 424 records for the procedure types listed in Section 8.
- 13.2 The Contractor shall submit for FAA approval, resumes of all Contractor personnel tasked with the support of this contract. The government reserves the right to exclude Contractor personnel from work under this contract that do not meet the government's qualifications.
- 13.3 The Contractor shall have expertise in the running of requirements gathering Joint Application Development teams (JAD).
- 13.4 The Contractor shall have project management expertise for the planning, execution, monitoring and controlling, and closing of project work. Expertise in managing a project pursuant to a structured project plan, including a work breakdown structure, project schedule, and scheduling network diagram to enable critical path analysis on the basis of cost, schedule, and scope components of project work is essential and required by this contract.
- 13.5 The Contractor shall have the expertise to choose and implement a computer solution, whether through leveraging a COTS product, writing custom source code, or a combination of the two that

is compliant to FAA security and software development standards and fulfills the requirements developed through the software requirements and development methodologies applied to the task.

14.0 TRAVEL

- 14.1 The FAA CO or COTR may request performance from the contract personnel resulting in travel outside the metropolitan area of the Contractor's facility. All travel requests shall be approved by the COTR in advance of travel.
- 14.2 All travel expenses will be paid according to FAA Travel Regulations.

15.0 REPORTS

- 15.1 The Contractor shall submit monthly status reports, no later than five (5) business days after the close of the month, to the CO and COTR to include the following information:

Progress during the reporting period.

Action item list to include status.

Schedule status.

Risks and mitigation strategies.

Description of work planned for the upcoming reporting period.

Reports may be submitted electronically.

16.0 DELIVERABLES

- 16.1 Project Plan

The first deliverable shall be a work plan and milestones. The work plan shall identify the required total number of Contractor hours, the total number of Contractor personnel, Contractor travel cost estimates, and dates of meetings. The work plan shall be subject to FAA review and approval.

- 16.2 Work Breakdown Structure (WBS) / Scheduling Network Diagram

A WBS organizes and defines the total scope of the project. The WBS subdivides the project work into smaller, more manageable pieces of work, with each descending level of the WBS representing an increasingly detailed definition of the project work. The WBS will serve to define the work required to complete the project. The work packages shall be scheduled through a project management network diagram to determine possible parallel tasks and project critical path.

- 16.3 Vision Document

This artifact defines the stakeholders' view of the product to be developed, specified in terms of the stakeholders' key needs and features. It contains an outline of the envisioned core requirements, so it provides a contractual basis for the more detailed technical requirements. It provides a high-level contractual basis for the more detailed technical requirements that are visible to the stakeholders. It captures the "essence" of the envisaged solution in the form of high-level features and design constraints that give the reader an overview of the system to be developed from a behavioral requirements perspective. It provides input to the project-approval process. It communicates the fundamental "why and what" for the project and is a gauge against which all

future decisions should be validated. The vision for this project should contain high level features that are traceable to software requirements defined in the SRS.

16.4 Software Requirements Specification (SRS)

The Software Requirements Specification (SRS) shall present requirements detailed by the functionality, usability, reliability, performance, and supportability (FURPS) aspects of user requirements. Requirements generally should be organized with traceability back to the high level features defined in the Vision, but alternate organization is also acceptable where appropriate. Also detailed in the SRS should be the system interfaces from the perspective of the user, hardware, software, and communications. Security requirements shall also be portrayed as extensions of security features defined in the Vision.

16.5 Use Case Model

This artifact is a model of the system's intended functions and its environment, and serves as a contract between the customer and the developers. It is used as an essential input to activities in analysis, design, and test. The Use Case model must detail all system actors as well as their interfaces to the system in the fulfillment of all user requirements detailed in the SRS. The Use Case must detail preconditions, basic and alternate flows, and post-conditions for each system interaction. Each use case must show traceability to one or many requirements from the SRS.

16.6 Functioning ARINC Coder Software

The primary deliverable is the working ARINC coding system. The system development and rollout is expected to be done in iterations to be agreed upon by the FAA and contractor project managers.

16.7 System Source Code

The FAA shall have exclusive ownership and rights to the source code.

16.8 Software Design and Source Code Documentation

The Contractor shall provide a full set of Unified Modeling Language (UML) object oriented analysis and design diagrams including class diagrams, sequence diagrams, communication diagrams, state diagrams, activity diagrams, package diagrams, etc. The UML diagrams needed to convey software structure and design should be chosen by the contractor and with government approval as applicable to the complexity of the system. The UML model shall be sufficient to guide unfamiliar maintenance programmers to be able to maintain and enhance the software source code.

16.9 User Manual

A User manual is required for each iteration/module of the system.

16.10 Operations Manual

An Operations Manual suitable for Information Technology support the system such as system installation and maintenance is required for each iteration/module.

16.11 Operator and User training

Operator and User training to support a "train the trainer" whereby the contractor trains our training staff who then provides training to users and operators.

16.12 Test Plan

The Contractor shall draft a test plan based on use cases and supplemental requirement resulting from JAD requirements gathering activity.

16.13 Testing Assessment Report

The Contractor shall generate a report detailing the factory acceptance testing undertaken according to the test plan. The report shall detail each iteration of tests, use cases passed and failed during the iteration, and actions taken to bring all use cases into compliance with expected requirements.

17.0 DELIVERABLES CRITERIA

- 17.1 The Vision, SRD, Use Cases, and WBS shall define the performance measures of a working system. The technical requirements shall be comprehensive, complete and sufficient to be used as the primary documentation needed to develop a functioning system. Government adjustments may be made to bring the draft technical requirements into compliance with applicable government needs.
- 17.2 The documentation shall be delivered in Microsoft Word format.
- 17.3 The FAA requires delivery of the source code for each iteration/module.

18.0 MILESTONES

- 18.1 The Contractor shall hold a kick-off meeting no later than 30 days after contract award.
- 18.2 A complete set of requirements documents defining the requirements for the new ARINC coding computer application shall be delivered to the FAA within 6 months of contract award. It is understood that modification, addition, and clarification of requirements shall be managed and applied to these documents in an iterative cycle as execution of the project begins, but this initial 6 month delivery shall be complete for the intended implementation of the system and have no known omissions.
- 18.3 A functioning first module of the ARINC coding system supporting RNAV procedures shall be delivered to the FAA within 1 year of contract award. Follow on modules shall be delivered every two months or sooner thereafter with a complete system supporting all procedure types delivered within 1 year and 6 months after contract award.

19.0 GOVERNMENT ACCEPTANCE

- 19.1 The Government reserves the right of final approval for the technical, functional, and operational requirements compliance of the requirements documents, system source code, working program, and other deliverables described here.
- 19.2 The Government reserves the right of final approval for all documentation produced relating to the requirements gathered.
- 19.3 The Government reserves the right of final approval and acceptance of the system and all modules of the system.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE**E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)****CLA 1908**

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause 3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (Apr 1996)

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)**PART I - SECTION F - DELIVERIES OR PERFORMANCE****F.1 CONTRACT PERIOD (JAN 1997)****CLA.1604**

The effective period of this contract is **18 months from date of award**,

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.10.1-9 STOP-WORK ORDER (October 1996)
- 3.10.1-24 NOTICE OF DELAY (February 2009)
- 3.11-34 F.O.B. DESTINATION (April 1999)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA**G.1 OPTION TO EXTEND SERVICES (JAN 1997)****CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.2 INVOICING PROCEDURES - GENERAL (JAN 2002)**CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) One copy to:

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(3) One copy emailed to:

steven.a.vargas@faa.gov
Steven Vargas
Digital Navigation Products Team Lead, AJV-363

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

(2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.

(3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (January 2008)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.2 NOTICE OF CONTRACTOR TESTIMONY (SEPT 2006)

CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.3 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPT 2006)

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

H.4 CONTRACT MODIFICATION OVER-AND-ABOVE SUPPLEMENTAL TASKS AND PROCEDURES

(a) The Contracting Officer may issue contract modifications for over-and-above tasks during the performance period of the contract. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer to deviate from the priority order.

(b) Over and above tasks will be issued upon completion of the following sequence of actions:

- (1) The Contracting Officer will issue a request for task proposal, with a copy of the Task Performance Work Statement (TPWS) attached.
- (2) Contractor will submit a task proposal to the Contracting Officer including:
 - (i) A proposed technical/management plan
 - (ii) A milestone schedule
 - (iii) Proposed completion or delivery date
 - (iv) Proposed travel costs
 - (v) A breakdown of the proposed labor hours and costs by category of discipline/skill

(3) Each task will be negotiated by the Contracting Officer and, when mutual agreement is reached, a contract modification will be issued.

(4) The contract modification will be executed by both parties. Each contract modification for an over and above task will contain the following information:

- (i) An appropriate contract modification number
- (ii) A description of the services to be performed presented in a Task Performance Work Statement format
- (iii) Any special requirements relating to the specific task to be performed
- (iv) Period of Performance
- (v) Firm Fixed price or Ceiling price

(c) The contracting Officer may issue over and above tasks under this contract at any time within the term of this contract. The contractor will be given a minimum of 5 working days to commence work under any task issued.

(d) Any completion type task (performance work statement must state a definite goal or target and specify an end product) issued during the term of this contract and not completed within that term shall be completed by the contractor within the term specified in the contract modification. The rights and obligations of the contractor and the FAA respecting that task shall be completed during the effective term of this contract.

H.5 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007)

CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

H.6 ACCESS TO SOURCE CODE

The contractor shall provide the Government access to all source code. Any contractor support required for code review shall be provided as an over-and-above (O&A) action. Any Government testing of source code may be supplemented on an O&A basis by the contractor's provision of unit test data and results for critical routines and technical interchange with the contractor's software development personnel.

3.8.2-17 KEY PERSONNEL AND FACILITIES (JUL 1996)

- (a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.
- (b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.
- (d) The key personnel and/or facilities under this contract are:

Project Manager
Systems Analyst
Technical Lead

Senior Architect
Senior Developer
Quality Lead

PART II - SECTION I - CONTRACT CLAUSES

3.2.4-34 OPTION TO EXTEND SERVICES (APR 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JAN 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the

offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (FEB 2011)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2	ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)
3.2.2.3-33	ORDER OF PRECEDENCE (FEBRUARY 2009)
3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (MAY 2011)
3.2.2.7-8	DISCLOSURE OF TEAM ARRANGEMENTS (APRIL 2008)
3.2.5-1	OFFICIALS NOT TO BENEFIT (APRIL 1996)
3.2.5-3	GRATUITIES OR GIFTS (JANUARY 1999)
3.2.5-4	CONTINGENT FEES (OCTOBER 1996)
3.2.5-5	ANTI-KICKBACK PROCEDURES (OCTOBER 2010)
3.2.5-8	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
3.3.1-1	PAYMENTS (APRIL 1996)
3.3.1-6	DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
3.3.1-8	EXTRAS (APRIL 1996)
3.3.1-10	AVAILABILITY OF FUNDS (APRIL 1996)
3.3.1-15	ASSIGNMENT OF CLAIMS (APRIL 1996)

3.3.1-17	PROMPT PAYMENT (SEPTEMBER 2009)
3.3.1-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION (FEBRUARY 2009)
3.3.2-1	FAA COST PRINCIPLES (OCTOBER 1996)
3.3.2.2	REIMBURSEMENT FOR TRAVEL AND SUBSISTENCE (APRIL 2010)
3.4.2-6	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCTOBER 1996)
3.4.2-8	FEDERAL, STATE, AND LOCAL TAXES—FIXED- PRICE CONTRACT (APRIL 1996)
3.5-1	AUTHORIZATION AND CONSENT (JANUARY 2009)
3.5-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JANUARY 2009)
3.5-13	RIGHTS IN DATA-GENERAL (JANUARY 2009)
3.6.1-1	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JANUARY 2010)
3.6.1-7	LIMITATIONS ON SUBCONTRACTING (JULY 2008)
3.6.1-15	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APRIL 2011)
3.6.2-2	CONVICT LABOR (APRIL 1996)
3.6.2-9	EQUAL OPPORTUNITY (AUGUST 1998)
3.6.2-12	EQUAL OPPORTUNITY FOR VETERANS (FEBRUARY 2011)
3.6.2-13	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCTOBER 2010)
3.6.2-39	TRAFFICKING IN PERSONS (JANUARY 2008)
3.6.3-11	TOXIC CHEMICAL RELEASE REPORTING (APRIL 2008)
3.6.3-13	RECYCLE CONTENT AND ENVIRONMENTALLY PREFERABLE PRODUCTS (APRIL 2009)
3.6.3-16	DRUG FREE WORKPLACE (FEBRUARY 2009)
3.6.4-10	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JANUARY 2010)
3.9.1-1	CONTRACT DISPUTES (SEPTEMBER 2009)
3.9.1.2	PROTEST AFTER AWARD (AUGUST 1997)
3.10.1-7	BANKRUPTCY (APRIL 1996)
3.10.1-12	CHANGES—FIXED-PRICE ALTERNATE 1 (April 1996)
3.10.1-25	NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCTOBER 2007)
3.10.2-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS) (APRIL 1996)
3.10.6-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 1996)
3.10.6-4	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)
3.13-5	SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)
3.13-13	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (FEBRUARY 2011)
3.13-14	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (APRIL 2011)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
A	MILESTONE PAYMENT SCHEDULE	06/09/2011	1

K.1

PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

FEDERAL AVIATION ADMINISTRATION BUSINESS DECLARATION

1. **Name of Firm:** _____

2. **Address of Firm:** _____

3. **Telephone Number of Firm:** _____

Facsimile Number of Firm: _____

4. **(a) Name of Person Making Declaration:** _____

(b) Telephone Number of Person Making Declaration: _____

(c) Position Held In The Company: _____

5. **Controlling Interest In Company** (☒ **All Appropriate Boxes**) (☐ **Black American**

(☐ **Hispanic American** (☐ **Native American**(☐ **Asian American** (☐ **Female-Non Minority** (☐ **Male-Non Minority** (☐ **Female** (☐ **Male** (☐ **8(a) Certified (Certification Letter Attached)**

6. **Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?** (☐ **Yes** (☐ **No**

If No, provide the name and telephone number of the person who has this authority:

7. **Nature of Business—Specify major services/products.**

8. **(a) Years the firm has been in business:** _____ **(b) No. of Employees:** _____

9. **Type of Ownership:** (☐ **Sole Ownership** (☐ **Partnership** (☐ **Other/Explain Below:**

10. **Gross receipts of the firm for the last three years:** _____ **Year Ending** _____ **Gross Receipts \$** _____

Year Ending _____ **Gross Receipts \$** _____ **Year Ending** _____ **Gross Receipts \$** _____

11. **Tax Identification Number (TIN)/Employer Identification Number (EIN)/Social Security Number (SSN) and Data Universal Numbering System (DUNS):**

12. **Is the firm a small business?** Yes _____ **No** _____

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____

(Name of Business)

Signature: _____ **Date:** _____ **ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.**

Name/Title: _____

K.2 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)**CLA.0126**

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541511.
- (2) The small business size standard is \$25 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999)**CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (July 2004)

By checking the applicable box, the offeror (you) represents that—

- (a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ (specify what type of organization).
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

NAME: _____

TITLE: _____

PHONE NUMBER _____

3.2.2.3-23 PLACE OF PERFORMANCE (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at different addresses from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street: _____

City: _____

State: _____

Zip Code: _____

Name of owner and operator, if other than the owner. _____

3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

3.2.2.7-7 CERTIFICATON REGARDING RESPONSIBILITY MATTERS (JAN 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APR 1996)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

3.5-14 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (JAN 2010)

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause at AMS 3.5-15, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block) -

☐ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should the contract be awarded to the offeror.

3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (FEB 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)

The offeror represents that—

- (a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The offeror represents that-

- (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

3.6.3-10 CERTIFICATON OF TOXIC CHEMICAL RELEASE REPORTING (APRIL 2009)

- (a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

- (b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

___(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA,

42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

- (a) Major group code 10 (except 1011, 1081, and 1094).
- (b) Major group code 12 (except 1241).
- (c) Major group code 20 through 39.
- (d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).
- (e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

___(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

3.6.4-19 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION (FEBRUARY 2011)

(a) Definition.

"Person"—

(1) Means—

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

3.8.2-18 CERTIFICATION OF DATA (OCT 1996)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCTOBER 2010)

PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This document is a competitive Screening Information Request (SIR)/Request for Proposal (RFP). The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The Procurement Contracting Officer (PCO), Terry J. Wilson, is the sole point of contact for this acquisition. Address any questions or concerns that you may have to the PCO. Written requests for clarification may be sent to the PCO at the address located on the front page of the SIR/RFP or email terry.wilson@faa.gov.

DO NOT CONTACT THE PROGRAM OFFICE AT ANY TIME FOR ANY REASON. Doing so could put your company at risk to be eliminated from competing.

(c) A "best value" source selection will be conducted. Effective evaluation will involve an initial determination of relevancy. A relevancy determination of an offeror's current/past performance and experience will include, as applicable the extent of its subcontractor(s)/teaming partner(s). The FAA may use the data provided by other sources in assessing risk associated with past performance and experience.

. *Complete written proposal submissions, including one electronic copy on compact disk of the entire proposal(CD) are required.* In the event of discrepancy between the CD and proposal information, the submitted proposal (hard copy) will take precedence.

(d) The selection will be determined from FAA review of each volume and evaluation of the representations submitted by each offeror. The offeror must submit the proposal volumes in accordance with instructions and evaluation factors identified in Section L. Non-conformance with these instructions may result in an unfavorable proposal evaluation. FAA review and evaluation shall be conducted in accordance with the evaluation criteria in Section M. The source selection will be based on factors that are considered to be "Best Value to the FAA."

(e) Specific attention is invited to **AMS paragraph 3.2.2.3.1.2.2: Communications with Offerors**. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror does not necessitate communications with other offerors, since communications will be offeror specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(f) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal, as received, without discussion.

L.2 ELECTRONIC REFERENCE DOCUMENTS

All referenced documents for this solicitation are available on the FAA Contract Opportunities web site at <http://faaco.faa.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

L.3 INSTRUCTIONS FOR PREPARATION OF OFFER, FORMAT, AND CONTENT

- (a) Each offeror shall submit information identified in the volumes below. The data submitted should be complete, concise and relevant to the requirements of the SIR.
- (b) The offer shall consist of three physically separated and detachable volumes, individually titled:

VOLUME I - SOLICITATION, OFFER AND AWARD DOCUMENTS

(2) **VOLUME II – TECHNICAL PROPOSAL** - Technical proposal shall be submitted in separate and complete sections for each of the Technical Evaluation Factors outlined in Section M. The Technical proposal shall not include prices/costs or any pricing information.

(3) VOLUME III - COST/PRICE PROPOSAL

(c) All proposals, including Volumes I-III, must be received by the date and time specified for receipt of proposals as identified in the Schedule of this solicitation.

(d) For portions of the work to be performed by a subcontractor, offerors must include in their Technical and Cost/Price proposals supporting documentation describing each subcontractor's qualifications, certifications, and pricing information to support all subcontractor costs.

(e) To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed, as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered and identified with the date and the solicitation number to the extent practical. Each copy of the proposal shall be labeled on the front identifying offeror name, SIR number, and the proposal copy (e.g. Copy 1 of 3, Technical Proposal).

(f) Pages are to be typewritten, double spaced, on standard 8 1/2" X 11" letter size paper, no smaller than 12 point type with 1" margins and page numbers at the bottom of each page. Font size is allowed to vary for descriptive inserts, tables and/or foldouts. Two-sided printing will be counted as 2 pages. The technical proposal shall be limited to a total of 50 pages (excluding resumes and subcontracting plan). CAUTION: Evaluators shall only read and evaluate the technical proposal up to the 50 page limit as specified.

(g) A cover letter of transmittal may include a brief summary of the offer or highlight the manner in which the proposal meets or exceeds the requirements of the SIR.

(h) The required number of copies of each proposal volume, which shall be contained in separate three-ring, loose-leaf binders, is as follows:

<u>Volume</u>	<u>Title</u>	<u>Required of Copies</u>
I	Solicitation Documents	Original + 1 copy
II	Technical Proposal	Original + 4 copies
III	Cost/Price Proposal	Original + 1 copy & 1 CD

NOTE: 1. COST DATA MUST NOT BE INCLUDED IN VOLUME II.

(i) Copy Number I (original copy) of the offer shall contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized for all other copies of the proposal.

(j) Offerors are encouraged to submit initial proposals which are complete and comprehensive, and contain the offeror's best terms from a cost or price and technical standpoint, since the Government may award a contract on the basis of initial offers received, without discussion/negotiations.

L.4 PREPARATION OF VOLUME I – SOLICITATION DOCUMENTS

- (a) This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors must complete Section A, Solicitation, Offer and Award (SF33), Blocks 12 through 18; Section B, Supplies or Services and Prices/Costs; and, Section K, Representations and Certifications, with all required information and signatures. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in the SIR.
- (b) This volume shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror. All unit and total prices must be completed in Section B.
- (c) The FAA may consider offerors who take exception to the terms and conditions of SIR Sections A through K to be ineligible for award, and such offerors may not be given the opportunity to revise their offers.
- (d) Complete Attachment A – Milestone Payment Schedule.

L.5 PREPARATION OF VOLUME II – TECHNICAL PROPOSAL

- (a) The proposal must be sufficiently detailed to enable technical and program personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed technical support services meet the requirements of the SIR/Statement of Work (SOW), and that the offered concept is valid and practical. Toward this end, the proposals must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements as defined in the SOW.
- (b) Statements that the offeror understands, can, or will comply with all statements in the SOW, and statements paraphrasing the SOW requirements or parts thereof are considered insufficient. Phrases, such as “standard parts/procedures will be employed,” or “well-known systems/techniques will be used,” etc., will be considered insufficient.
- (c) Content is more important than quantity. Foldouts, manufactures literature, etc. are permitted and tables and charts may also be used to provide information. Proposals are to be neat, legible and orderly. Emphasis should be placed on supplying complete information in the areas that are set forth in Section M.2, Technical Evaluation.
- (d) In the Technical proposal, provide resumes of all key personnel. Include name, present position or title, experience with data mapping and database population (include duration or length of all experience), educational background, and training in sufficient detail to facilitate evaluation of qualifications and technical or competence. In the event an offeror becomes aware that a key personnel, whose resume was submitted, is no longer available as proposed, the resume of a replacement individual shall be submitted to the FAA. Individual resumes are limited to no more than two (2) pages.
- (e) Contractors proposing to use a subcontractor must provide a subcontracting plan with its proposal.
- (f) The technical proposal shall be separately tabbed by factor and address the evaluation factors below in the order in which they are presented:

FACTOR 1 – PROPOSED SOFTWARE DEVELOPMENT SOLUTION

- **Subfactor 1-1 Application Development for Data Exchange:** Assessment of offeror’s technical knowledge and experience in ARINC Coding, Software development, and in the development of new applications of which are capable of accessing multi-source data to generate output in the form of reports, data feeds, etc. utilizing Service Oriented Architecture. The proposal demonstrates the offeror possesses the knowledge and capability to execute this task as required by Performance Work Statement.
- **Subfactor 1-2 Database Design and Implementation:** Assessment of offeror’s technical knowledge and experience in developing a stand-alone computer application to replace the AeroNav products existing Aeronautical Radio, Inc (ARINC) specifications 424 encoding computer application. Assessment of offeror’s technical knowledge and capability to ascertain and document the requirements necessary for the creation of an automated system to convert and store procedural and aeronautical data in ARINC 424 format. The proposal demonstrates the offeror possesses the knowledge and capability to execute this task as required by Performance Work Statement.

- **Subfactor 1-3 Web-Based Application Development:** Assessment of offeror's technical knowledge and experience in web-based application development. The proposal demonstrates the offeror possesses the knowledge and capability to execute this task as required by Performance Work Statement.
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- **Subfactor 2-1 Project Planning:** The proposal provides detailed evidence of the offeror expertise with the use of the practice of Project Management best practices. Offeror must demonstrate an understanding of the project management requirements for developing the proposed work plan for implementing the project and for meeting deadlines for scheduled deliverables. Certifications and other credentials (Project Management Professionals PMP preferred) should be presented by the offeror. The proposal demonstrates the offeror possess the knowledge and capability to exercise the necessary Project Management practices.
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FACTOR 3 – AERONAUTICAL TECHNICAL KNOWLEDGE/EXPERIENCE

- **Subfactor 3-1 Aeronautical Data Systems and Sources:** Assessment of offeror's technical knowledge and experience with development or working knowledge of aeronautical data systems (NAS system support, IFP, FIX, SIAP, AIRNAV, NASR, AIR TRAFFIC, etc.). The proposal demonstrates the offeror possesses adequate knowledge and capability in working with aeronautical data systems and sources.
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FACTOR 4 – SYSTEMS DEVELOPMENT LIFE CYCLE

- **Subfactor 4-1 Skill in Requirements:** The proposal provides detailed evidence of the offeror's expertise in the requirements gathering discipline (i.e. Rational Unified Process (RUP), Agile Software Development, etc.). Offeror must demonstrate an understanding of the gathering of requirements as it pertains to constructing a Use-Case Model and Supplemental Requirements Specification. The offeror should name the Systems Development Life-Cycle methodology used and offer credentials for that method. Credentials can be successful project experience in requirements gathering using the named SDLC or professional certifications in the SDLC. The proposal demonstrates the offeror possess the knowledge and capability to exercise the necessary Requirements Gathering practices by Performance Work Statement.

- **Subfactor 4-2 Skill in Facilitating Joint Applications Development (JAD) Meetings:** The offeror must submit a sample agenda and meeting minutes for the JAD meetings. The proposal demonstrates that the offeror possesses the ability to prepare for and conduct JAD meetings as required by Performance Work Statement.

FACTOR 5 – PAST PERFORMANCE

Offerors will be evaluated on the ability to demonstrate successful past performance work of similar size, scope, and effort. A distinction is made between past performance and experience. Experience simply means an offeror has “done it.” Past performance represents “how well” an offeror accomplished the effort. Of additional importance is that past performance and experience must be recent and relevant as well as comparable in scope and magnitude to that described in the PWS.

(a) Experience: Offeror shall provide a list of all relevant past and present contracts performed for federal, state, or local governments or commercial sources within the past three (3) years involving effort of similar complexity. Provide contract numbers, names, addresses, dollar value, and telephone numbers of government or industry officials having direct knowledge of offeror’s past performance. This information may include data or efforts performed by other divisions, corporate management, or critical subcontractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort.

(b) Specific Content: Offerors are required to explain what aspects of the contracts identified are deemed relevant to the proposed effort, and may include a discussion of significant achievement or explain past efforts to identify and manage problems. Offerors may include any information not previously covered that will enhance the evaluator’s understanding of the proposed operation and qualifications.

(c) Relevancy: Effective evaluation will involve an initial determination of relevancy. A relevancy determination of an offeror’s current/past performance and experience will include, as applicable the extent of its subcontractor(s)/teaming partner(s). The FAA may use the data provided by other sources in assessing risk associated with past performance and experience

Offerors are encouraged to provide points of contact who are willing to complete and return a past performance questionnaire that will be issued by the Contracting Officer. The Government intends to use the POCs as references to validate the accuracy of the past performance write-ups. In addition, offerors are advised that the government reserves the right to obtain information about other contracts not mentioned in the offeror’s proposal, but which are believed to be similar to the proposed effort. Offerors are cautioned that the FAA may use the data provided by other sources in assessing risk associated with past performance and experience. Offerors may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources.

The questionnaire will address performance in the following areas: quality/timeliness of service, cost control, business relations - effective management, customer satisfaction, and integrity.

Offerors without a record of relevant experience/past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an “Unknown Confidence” rating of 2 for the Past Performance factor.

L.6 PREPARATION OF VOLUME III – COST/PRICE PROPOSAL

(a) Unrealistically low initial or revised submissions, possibly indicating the offeror’s failure to comprehend the contract requirements, may be grounds for elimination from further competition.

(b) Offeror shall provide cost/price information in sufficient detail to support offeror’s price.

(c) Offeror shall, as a minimum, break out the costs associated with the Contract Line Item Numbers (CLIN) as follows:

- (1) CLINs 0001 through 0003 provide labor skill/categories and estimated number of hours.
- (2) CLIN 0004 is cost reimbursement in accordance with FAA Travel Regulations.

(d) In addition to the number of copies set forth in L.2 above, the offeror shall submit, on a CD, a copy of the spreadsheet(s) used to develop the cost/pricing information.

L.7 PROPOSAL ACCEPTANCE

- (a) Only one proposal from each offeror shall be considered.
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFQ which demonstrate an understanding of the complexity and scope of the requirements.
- (c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

L.8 SOURCE SELECTION

The government intends to use the tradeoff process to determine the proposal that represents the “best value to the FAA.” Each timely and complete submittal will be reviewed and assessed to determine the offer that is considered to represent the appropriate balance of the technical representations (capability), price (realism), and past performance. ***The technical capability is more important than the price. The FAA intends to use the past performance references to validate the accuracy of the past performance history for risk assessment.***

L.9 TECHNICAL FACTORS

The technical proposal should be specific and complete. Legibility, clarity and coherence are very important. Your responses to the factors will be evaluated in accordance with Section M of this SIR. All the requirements specified in the solicitation are mandatory. By your proposal submission, you are presenting that your firm will perform all the requirements specified in the SIR. It is not necessary or desirable for you to tell us so in the proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

L.10 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting officer.

L.11 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

3.2.2.3-20 ELECTRONIC OFFERS (JULY 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means, fax or e-mail. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to terry.wilson@faa.gov or fax (405) 954-3030.
- (f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of a Firm Fixed Price type contract resulting from this Screening Information Request.

3.9.1-3 PROTEST (NOV 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,

Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)
- 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)
- 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)
- 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)
- 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JULY 2004)
- 3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (JULY 2004)
- 3.2.2.3-17 PREPARING OFFERS (JULY 2004)
- 3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (FEBRUARY 2009)
- 3.2.2.3-19 CONTRACT AWARD (JULY 2004)

PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Introduction

(a) Proposals may be eliminated if they are determined to be grossly deficient (i.e., the proposal does not represent a reasonable effort to address itself to all elements of the SIR or clearly demonstrates that the offeror does not understand the requirements of the SIR and the proposed costs/prices are not considered reasonable.

(b) Offers will be evaluated and contract award made on the basis of "Best Value" to the FAA, with non-cost/price (hereafter referred to as "technical") factors being significantly more important than cost/price, however; cost price will contribute substantially to the selection decision. Subjective judgment on the part of the FAA is implicit in the evaluation process.

(c) Each proposal will be evaluated on the basis of its written submissions, including cost/price information. Separate technical and cost/price proposals are required as described in Section L.

(d) All offers will be subjected to detailed technical and cost/price evaluations by a team who will rate/assess each in accordance with pre-established evaluation plans.

(e) Technical proposals will be evaluated, rated, and scored in accordance with pre-established evaluation factors. These factors are listed in order of importance in Section M.2, the sub-factors within each factor are all of equal importance.

(f) Cost/price proposals will not be rated or scored but evaluated on the basis of completeness, reasonableness, and realism.

(g) The cost/price evaluation team will not have access to technical proposal during the initial detailed evaluation. Likewise, the technical evaluation team will not have access to cost/price proposals during the initial detailed evaluation. After completion of the initial detailed evaluation, the technical and price evaluation teams may have access to the other team's proposals only as authorized by the Contracting officer.

(h) The offer that provides the overall best value to the government will be selected. Therefore, the successful offer may not necessarily be the lowest priced offer. Technical competency is more important than price. However, price will become relatively more important as the difference in technical scores decreases. A determination of overall best value will also include an assessment of risk.

(i) Because several proposals are anticipated, uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the SIR. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion and removed from further consideration for award. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion. Any offer found to be grossly deficient will be eliminated before detailed rating of the offer (i.e., the offer does not represent a reasonable effort to address all elements of the SIR and PWS. It clearly demonstrates that the offeror does not understand the requirements of the SIR and PWS and would require an extensive rewrite before it could be considered acceptable for evaluation).

(j) Additional information may be requested from the offeror whose proposal the FAA considers to represent the overall best value. The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received,

without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and cost/price.

(k) In selecting the best value contractor, the Government may award to a higher-rated, higher-priced Offeror, where the decision is consistent with the evaluation factors and the Source Selection Official (SSO) reasonably determines that the technical superiority and/or overall business approach/strategy and/or superior past performance of the higher priced Offeror outweighs the cost difference. To arrive at a source selection decision, the SSO will integrate the source selection team's evaluations of the factors and components described below. While the Government source selection evaluation team and the SSO will strive for maximum objectivity, the source selection process, by its nature, is subjective; therefore, professional judgment is implicit throughout the entire process.

M.2 TECHNICAL EVALUATION

- (a) Selection of a contractor for award will be based on evaluation of the technical proposal according to the factors listed below:**

Factor 1 – Proposed Software Development Solution
 Factor 2 – Project Planning/Management
 Factor 3 – Aeronautical Technical Knowledge/Experience
 Factor 4 – Systems Development Life Cycle
 Factor 5 – Past Performance

- (b) Factor 1 is more important than Factor 2. Factor 2 is more important than Factors 3, 4 and 5. Factors 3, 4, and 5 are of equal importance and significantly less important than Factors 1 and 2. The sub-factors within each factor are all of equal importance.**

- (c) Factors will be rated by the evaluation team based on the rating scale shown below. Any offeror whose proposal does not achieve a rating of satisfactory or better in all factors and subfactors may be considered ineligible for award. Team ratings for each factor will be weighted to establish a score for the technical/management proposals.**

4	Excellent
3	Good
2	Satisfactory
1	Marginal
0	Unsatisfactory

Technical Evaluation Rating for Business Approach/strategy Factors & Sub-factors: Technical evaluation team (TET) members will rate using a numerical rating scale corresponding to a 5-point scale (4.0, 3.0, 2.0, 1.0, 0.0.). Ratings may be given in one quarter-point increments. For the final rating, any significant deviations will be reconciled and a consensus rating determined. **In order for a proposal to be considered technically acceptable, the rating must be a 2 or above on all factors and sub-factors.** Technical rating is more important than price.

The factors and sub-factors will be scored using the table below:

TABLE 1 – BUSINESS APPROACH/STRATEGY FACTORS AND SUB-FACTORS RATINGS		
Score	Rating	Description
4.0	Excellent	All aspects of the evaluation factors are addressed in a highly competent and logical fashion. Information provided clearly demonstrates that requirements can be met in a manner that far exceeds the satisfactory level. Initial submittals, along with additional material submitted, demonstrate that performance can be provided in an excellent manner. Weaknesses are not evident to any degree.
3.0	Good	All aspects of the evaluation factors are addressed in a highly competent and logical fashion. Information provided clearly demonstrates that requirements can be met in a manner that exceeds the satisfactory level. Initial submittals, along with additional material submitted, demonstrate that performance can be provided at a level above satisfactory. Weaknesses, if evident, are insignificant.
2.0	Satisfactory	All aspects of the evaluation factors are addressed in a competent and

		logical fashion. Performance capability is determined that all requirements can be met. Any weaknesses will not seriously degrade performance and can be corrected with minor effort.
1.0	Marginal	Most aspects of the evaluation factors are addressed. However, information provided does not demonstrate that requirements can be fully met. Weaknesses are evident and will require considerable effort to correct.
0.0	Poor	Fails to address key aspects of the evaluation factors. Information provided indicates that requirements cannot be met at a satisfactory level. Weaknesses and deficiencies are considered significant and will require major corrections.

Evaluation Factors: Evaluation factors are intended to determine the Offeror's capabilities to effectively and efficiently accomplish the performance of the contract.

(d) The evaluation factors and criteria are as follow:

FACTOR 1 – PROPOSED SOFTWARE DEVELOPMENT SOLUTION

- **Subfactor 1-1 Application Development for Data Exchange:** Assessment of offeror's technical knowledge and experience in ARINC Coding, Software development, and in the development of new applications of which are capable of accessing multi-source data to generate output in the form of reports, data feeds, etc. utilizing Service Oriented Architecture. The proposal demonstrates the offeror possesses the knowledge and capability to execute this task as required by Performance Work Statement.
- **Subfactor 1-2 Database Design and Implementation:** Assessment of offeror's technical knowledge and experience in developing a stand-alone computer application to replace the AeroNav products existing Aeronautical Radio, Inc (ARINC) specifications 424 encoding computer application. Assessment of offeror's technical knowledge and capability to ascertain and document the requirements necessary for the creation of an automated system to convert and store procedural and aeronautical data in ARINC 424 format. The proposal demonstrates the offeror possesses the knowledge and capability to execute this task as required by Performance Work Statement.
- **Subfactor 1-3 Web-Based Application Development:** Assessment of offeror's technical knowledge and experience in web-based application development. The proposal demonstrates the offeror possesses the knowledge and capability to execute this task as required by Performance Work Statement.
- **Subfactor 1-4 IT Constraints:** Assessment of offeror's technical knowledge and experience in developing applications within well-defined and specific constraints. The proposal demonstrates the offeror possesses the knowledge and capability to work within the defined framework required by Performance Work Statement.

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- **Subfactor 2-1 Project Planning:** The proposal provides detailed evidence of the offeror expertise with the use of the practice of Project Management best practices. Offeror must demonstrate an understanding of the project management requirements for developing the proposed work plan for implementing the project and for meeting deadlines for scheduled deliverables. Certifications and other credentials (Project Management Professionals PMP preferred) should be presented by the offeror. The proposal demonstrates the offeror possess the knowledge and capability to exercise the necessary Project Management practices.

- **Subfactor 2-2 Project Tracking:** The proposal provides detailed evidence of the offeror expertise in project tracking and reporting. Offeror must describe its method of tracking progress on the project to include all aspects required in the progress reports. A sample report of a prior project is required. Include detail on tracking cost and schedule metrics as compared to the project baseline. The proposal demonstrates the offeror possess the knowledge and capability to exercise the necessary Project Management practices

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- **Subfactor 3-1 Aeronautical Data Systems and Sources:** Assessment of offeror's technical knowledge and experience with development or working knowledge of aeronautical data systems (NAS system support, IFP, FIX, SIAP, AIRNAV, NASR, AIR TRAFFIC, etc.). The proposal demonstrates the offeror possesses adequate knowledge and capability in working with aeronautical data systems and sources.
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FACTOR 4 – SYSTEMS DEVELOPMENT LIFE CYCLE

- **Subfactor 4-1 Skill in Requirements:** The proposal provides detailed evidence of the offeror's expertise in the requirements gathering discipline (i.e. Rational Unified Process (RUP), Agile Software Development, etc.). Offeror must demonstrate an understanding of the gathering of requirements as it pertains to constructing a Use-Case Model and Supplemental Requirements Specification. The offeror should name the Systems Development Life-Cycle methodology used and offer credentials for that method. Credentials can be successful project experience in requirements gathering using the named SDLC or professional certifications in the SDLC. The proposal demonstrates the offeror possess the knowledge and capability to exercise the necessary Requirements Gathering practices by Performance Work Statement.
- **Subfactor 4-2 Skill in Facilitating Joint Applications Development (JAD) Meetings:** The offeror must submit a sample agenda and meeting minutes for the JAD meetings. The proposal demonstrates that the offeror possesses the ability to prepare for and conduct JAD meetings as required by Performance Work Statement.

FACTOR 5 – PAST PERFORMANCE

Offerors will be evaluated on the ability to demonstrate successful past performance work of similar size, scope, and effort. A distinction is made between past performance and experience. Experience simply means an offeror has "done it." Past performance represents "how well" an offeror accomplished the effort. Of additional importance is that past performance and experience must be current and relevant as well as comparable in scope and magnitude to that described in the PWS.

The offerors past performance will be evaluated as follows:

(a) **Experience:** Relevant past and present contracts performed for federal, state, or local governments or commercial sources within the past three (3) years involving effort of similar complexity. This information may include data or efforts performed by other divisions, corporate management, or critical subcontractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort.

(b) Specific Content: Aspects of the contracts identified that are deemed relevant to the proposed effort, which may include a discussion of significant achievement or explain past efforts to identify and manage problems. Including any information not previously covered that will enhance the evaluator's understanding of the proposed operation and qualifications.

(c) Relevancy: Effective evaluation will involve an initial determination of relevancy. A relevancy determination of an offeror's current/past performance and experience will include, as applicable the extent of its subcontractor(s)/teaming partner(s). The FAA may use the data provided by other sources in assessing risk associated with past performance and experience.

The following criteria may assist in the Evaluation Team's determination of relevancy.

Very Relevant - Involved the magnitude of effort and complexities that are essentially what the SIR requires and are currently ongoing or were completed within the last three years. Relevancy will also be looked at in terms of Contract Value being > \$1M, > 40 employees.

Relevant - Involved less magnitude of complexities, including most of what this SIR requires and was completed within the last three years. Relevancy will also be looked at in terms of Contract value being > \$1M, > 20 but < 40 employees.

Semi-Relevant - Involved much less magnitude of effort and complexities, including some of what this SIR requires and was completed within the last three years. Relevancy will also be looked at in terms of Contract value being > \$500K but < \$1M, < 20 employees.

Non-Relevant - Did not involve any aspects of the above. Relevancy will also be looked at in terms of Contract value being < \$500K, < 20 employees.

NOTE: Relevance to SIR requirements is considered more important than dollar value to employee ratio.

The Evaluation Team may use both the information provided in the offeror's Past Performance proposal volume and information obtained from other sources, such as the Contractor Performance System (CPS) or similar systems, Defense Contract Management Agency (DCMA) and commercial sources. In the case of an offeror without a record of recent and relevant past performance or for whom information on past performance is not available; the offeror may not be evaluated favorably or unfavorably on past performance and, as a result, will receive an "Unknown Confidence" rating of 2 for the Past Performance factor.

In general, past performance will be evaluated on the extent of customer satisfaction with the previous performance of the offeror, the offeror's quality of previously performed services, the offeror's ability to control costs and manage contract activities, and the offeror's effectiveness in meeting schedules in provides services and products.

To evaluate Past Performance, the FAA will rely on past performance questionnaires completed by the Offeror's references as required per Section L. Questionnaires shall be sent to each Point of Contact (POC) provided in the offeror's Past Performance Proposals, preferably via fax or e-mail. Upon receipt of responses to the questionnaires, the responses received shall be scored for each question on the questionnaires utilizing the Past Performance Scoring Key. The burden of providing valid, accurate past performance information rests with the offerors and the information provided through their references.

The assessment process will result in a consensus score correlating to an overall performance confidence assessment of "High Confidence", "Satisfactory Confidence", "Unknown Confidence", "Little Confidence", or "No Confidence." The numerical ratings must support the following described assumptions:

Rating	Description
4	HIGH CONFIDENCE Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
3	SATISFACTORY CONFIDENCE Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
2	UNKNOWN CONFIDENCE No performance record is identifiable.
1	LITTLE CONFIDENCE Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
0	NO CONFIDENCE

M.3 PRICE ANALYSIS

(a) For overall evaluation of the proposals, price evaluation will be conducted on all CLINs. The cost proposal in support of all items identified in Section B will be reviewed for realism of cost, reasonableness of allocation, completeness, and total cost. Specifically, the FAA will assess each cost/price proposal to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the SIR. If reasonableness of price cannot be determined through adequate price competition, then the FAA may require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost. Cost/price proposals of all offerors will be reviewed, but not numerically scored, in the following areas:

1. **Completeness** - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs and includes all information as requested in Section L.
2. **Reasonableness** - Review of rationale and data supporting elements of cost included in the proposal.
3. **Realism** - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.
4. **Unrealistically Low Costs or Prices:** Unrealistically low proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.
5. **Unbalanced Pricing:** Offerors are cautioned against submitting an offer that contains Unbalanced pricing. Unbalanced pricing may increase performance risk, and could result in payment of unreasonable high prices. Unbalanced pricing exists when, despite an acceptable total evaluation price, the price of one or more CLINs is significantly over or under as indicated by the application of cost or price analysis techniques. The Government may analyze offers to determine whether they are unbalanced with respect to the technical proposal and the proposed prices. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

(b) Proposals (whether initial or revised submissions) that are unreasonably low may be eliminated from further competition on the grounds of the Offeror's failure to comprehend contract requirements.

(c) An offeror's proposal price will be determined by multiplying the actual quantity times the unit price for the CLINs and totaling the product of the calculation for all priced CLINs to arrive at a total estimated contract value.

M.4 RISK ASSESSMENT

The FAA will assess each proposal based upon perceived risks to the FAA associated with the offer, to include, but not be limited to, the areas of past performance and experience, technical/management competence and understanding of the work requirements, and reasonableness of offered prices to ensure satisfactory performance of any resultant contract for the required services.

M.5 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007)**CLA.0250**

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (DECEMBER 1997)